this case places a premium upon gross negligence. The court made no mention of public policy in the principal case, nor did the Illinois court in the case of *Shreiner* v. *High Court of I. C. O. of F.*, 35 Ill. App. 576. In the latter case the court said that a contract of insurance impliedly assumes the risk of all carelessness by every person, whether a possible beneficiary under the contract or not; therefore, a death which is unintentional, though caused by some neglect or unlawful act of the beneficiary, is within the contract, and ought not to defeat the policy. See L. R. A. 1917B, 1210.

JUDGES—PROVISION FOR EXPENSES NOT INCREASE OF COMPENSATION.—Where by statute the Missouri legislature allowed probate judges a certain sum for the payment of necessary expenses while engaged in holding court, it was *held* that such allowance did not constitute additional "compensation" within the constitutional provision that the compensation of a public officer should not be increased or diminished during his term of office. *Macon County* v. *Williams* (Mo., 1920), 224 S. W. 835.

It seems to have been almost universally held that any allowance for expenses incident to the discharge of the duties of office, in addition to the salary provided by law, is not an increase of salary or compensation, a perquisite, nor an emolument of office, forbidden by the United States Constitution and the constitutions of practically all of the states. *McCoy* v. *Handlin*, 35 S. D. 487, 153 N. W. 361; *Milwaukee County* v. *Halsey*, 149 Wis. 82, 136 N. W. 139. The test of validity is: Was the purpose of the legislature to increase the salary or was its purpose merely to save such salary, so that the officer would, in fact, receive the whole thereof for the performance of his official duties? The constitutional prohibition is aimed at the former alone. It was framed in the public interest that the judiciary may be independent of the other departments, on the ground that, as Hamilton put it, "A power over a man's subsistence amounts to a power over his will" (FEDERALIST, No. 79). True, the power to allow or withhold sums for expenses may give the legislature some hold on the judiciary, yet courts have consistently confined the prohibition to increases or decreases of the compensation for services rendered, allowing the appropriation of special sums for traveling and other incidental expenses of office. Such appropriations do not add to the salary; they merely insure the official's full enjoyment of it. *Kirkwood* v. *Soto*, 87 Cal. 394, 25 Pac. 488; *Smith* v. *Jackson*, 241 Fed. 770 (approved, 246 U. S. 388, 62 L. Ed. 788); *State* v. *Sheldon*, 78 Neb. 552, 111 N. W. 372. Yet, in a recent case the United States Supreme Court declared that the prohibition was applicable both to direct and indirect changes in salaries, and, reversing the lower court decision, held that the income tax on the salaries of federal judges violated this constitutional provision. *Evans* v. *Gore* (U. S. S. C., 1920), 64 L. Ed. —, 40 Sup. Ct. 550. It seems absurd to say that while the allowance of expenses to judges does not violate the provision, the taxation of the salaries of judges in common with those of other citizens does violate it. This tax is not such a diminution of judges' salaries as to bring the judiciary within reach of the legislative

department, nor would it cause any suspicion of influence that might tend to shape their decisions, since the tax is on all "incomes from whatever source derived." The judge's claim for salary is unimpaired; the amount of income remains the same; the deduction comes later when the government comes to collect taxes from all citizens, whatever be their position or place. See 18 MICH. L. REV. 697. The purpose of a constitutional provision must guide courts in its application, and it is submitted that if the independence of the judiciary is not tampered with by allowances for expenses it certainly is not violated by a tax laid on all citizens alike. See dissenting opinion in *Evans* v. *Gore, supra.*

LANDLORD AND TENANT—MODE OF UTILIZATION OF PREMISES—CONSTRUCTION OF COVENANT NOT TO USE FOR IMMORAL PRACTICES.—A lease contained the covenant, "that the lessee will not keep or allow any liquor or beverages of any intoxicating nature or tendency, kept or tolerated on said premises, nor any gambling, *or other immoral practices.*" The tenant used the premises as a book store and sold certain books of an immoral character. In an action by the landlord in forcible entry and unlawful detainer, the trial court found (1) that there had been a default in the payment of rent, and (2) that the premises had been used for *immoral practices* within the scope of the covenant in the lease. A statute empowered the tenant to reinstate his rights under the lease by payment of the rent at any time before possession was taken by the landlord under legal proceedings. Admitting the default in payment of rent, it thus became necessary for the court to pass upon the second finding in order to determine whether or not the tenant could exercise his statutory power. *Held,* in view of the lease describing the premises as a book store, a prohibition on the kind of books to be sold was not within the contemplation of the parties at the time of the execution of the lease. A construction of the words, "or other immoral practices," in view of their following directly after the specification of gambling or keeping of intoxicating liquors, must be confined to practices generally understood to be subversive to common decency, such as allowing the premises to be used as a bawdy house or for lewd dancing. *Paust* v. *Georgian* (Minn., 1920), 179 N. W. 735.

Generally, the tenant is not restricted in the use of the leased premises except by statute or express provision in the lease. *Taylor* v. *Finnegan,* 189 Mass. 568, 76 N. E. 203; *Heise* v. *Penn. Ry. Co.,* 62 Penn. 67. Where the tenant is prohibited from using the premises for certain specified trades *or any other noisome or offensive trade,* such words as those italicized are construed as relating only to trades *ejusdem generis* with those which have already been set out in particular in the covenant. *Witherell* v. *Bird,* 2 Adol. & E. 161; *Jones* v. *Thorne,* 1 Barn. & C. 715; 1 TIFFANY, LAND. & TEN., § 123 d. There seems to be no reason why the same principle should not be adhered to in the principal case; for it is self-evident that gambling is not in the same category as the sale of certain immoral books which are among those kept in a general stock in trade.